

LEASE AGREEMENT

ORIGINAL

THIS AGREEMENT, made on 7/25, 2005 by and between JACKSON PROFESSIONAL BUILDING, LLC (the "Landlord"), and the COUNTY OF LOUDOUN, VIRGINIA, a political subdivision of the Commonwealth of Virginia, having its principal office at 1 Harrison Street, Leesburg, Virginia (the "Tenant").

WHEREIN IT IS MUTUALLY AGREED, AS FOLLOWS :

1. Premises.

The Landlord leases to the Tenant and the Tenant leases from the Landlord those premises identified as approximately 12,686 square feet of office space in the buildings located at 209 Gibson Street and 211 Gibson Street, Leesburg, Virginia as shown on that drawing attached hereto and made a part hereof as Exhibit A.

Tenant shall have full access and license to utilize all common areas of the building as well as the parking area for itself and those doing business with the County. This access shall be exercised together with other Tenants of the building.

2. Use and Term.

Tenant shall be entitled to use the demised premises for any purpose permitted under applicable laws or regulations. The term shall be for five years (or until the term shall sooner cease under the provisions of this agreement) to commence at noon on July 31, 2005 and end at noon on July 31, 2010.

Tenant, upon expiration or termination of this Lease, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Premises in broom clean condition. In the event that Tenant shall fail to surrender the premises upon written demand, Landlord, in addition to all

other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the premises or any part thereof, an amount equal to twice the rental specified in Paragraph 4 of this Lease, as applied to such period. If Tenant remains in possession of the Premises with Landlord's consent but without a new Lease reduced to writing and duly executed, Tenant shall be deemed to be occupying the Premises as a Tenant from month to month, subject to all of the covenants, conditions and agreements of this Lease.

3. Rent.

a. The first year rental is \$24.00 per square foot per year, which the Tenant covenants to pay the Landlord, subject to this agreement, at its principal office as identified in the "Notices" clause to follow, in equal monthly installments of \$25,372.00 due by the tenth day of each month during the term. If the term ends or commences on any day other than the first or last day of a month, then that month's rent shall be prorated.¹

b. On each yearly anniversary date of the commencement of this Lease the rent specified in Subparagraph (a) hereof shall be increased in the amount of three percent (3%).

c. Commencing with the 2006 real estate tax year (Jan 1, 2006 through Dec 31, 2006), Tenant agrees to pay the Landlord each year on demand, as additional rent, the amount by which Tenant's share of the total real estate taxes levied for such taxable year exceeds the Tenant's share of the total real estate taxes levied for the prior taxable year. The Tenant's share shall be 32.36 % of the total real estate taxes levied upon the land and building of which the Premises are

¹ 450 square feet of the 12,686 square feet will not become available to the Tenant until September 15, 2005, therefore the rent will be abated by \$900.00 for the month of August, 2005 and by \$450 for the month of September, 2005.

a part. Tenant shall pay all license fees or other charges which may be assessed or levied against Tenant or upon any business conducted or any goods stored by tenant upon the premises.

d. Commencing with the calendar year 2006, Tenant agrees to pay the Landlord each year on demand, as additional rent, the amount by which the operating expenses for the leased Premises for such year exceeds the operating expenses for the Premises for the base year. The base year is defined to be the calendar year 2005. Operating expenses are defined as the cost of electricity, water, sewer, janitorial, maintenance, and land rent. The operating expenses of the Premises are defined as 32.36 % of the operating expenses for the total of the buildings and land of which the Premises are a part. Regardless of the results of the foregoing calculation, Tenant shall not be required to pay more than a 5% increase in any one year for items in subparagraphs 3(c) and (d).

4. Warranty.

Landlord warrants that it has the full legal authority and right to lease the premises to Tenant (subject only to the contingencies set forth below) and further warrants and represents that the premises are properly zoned and permitted for general office space use and that no easement or restriction would interfere with such use. In the event of any governmental action whereby the demised premises are not lawfully permitted to be used for general office purposes, then, at the option of the Tenant and upon 10 days prior written notice to Landlord, this Lease shall be terminated and shall be of no further force or effect.

5. Hazardous Substances.

Landlord represents that the premises have been inspected for the presence of asbestos and other toxic substances and, to the best of Landlord's knowledge, are free from same.

6. Effect of Mortgage.

If notice of a default in a Mortgage or Deed of Trust affecting the premises is provided to Tenant in writing, Landlord agrees that Tenant may pay directly to the Mortgagee any monies due under this Lease.

7. Assignment and Sublease.

Tenant shall not assign or sublease the premises, or any part thereof, without the prior written consent of the Landlord. Landlord will not unreasonably withhold its consent to any such assignment or sublease, nor unreasonably condition or delay same.

8. Alterations and Improvements.

Tenant shall not make any substantial alterations, additions or improvements to the leased premises without obtaining the consent of the Landlord, which consent shall not be unreasonably refused.

All alterations, additions, or improvements to the leased premises, made by either party (except moveable furniture put in at the expense of the Tenant, and alterations, additions or improvements which are made by the Tenant and are moveable without defacing or injuring the building), shall remain upon, and be surrendered with, the premises at the end of the term unless Tenant makes full repair or makes full payment to Landlord for damage caused in removal.

9. Repairs and Maintenance.

The Landlord is responsible for exterior and interior building maintenance and repairs. All systems (i.e., mechanical, electrical, plumbing, and life/safety) and devices (including but not limited to, for example, doors, locks and windows) are to operate as designed and be maintained according to manufacturers' recommendations, industry guidelines or local and state building codes, whichever are greater. Written service records shall be kept by the Landlord for mechanical systems (i.e., heating, air conditioning, and ventilation) and life/safety systems (i.e., generator, fire detection, and fire suppression sprinkler). Copies of these records are to be made available within five business days at the Tenant's request.

The Landlord or its agents shall have the right to enter the leased premises at reasonable hours in the day for inspection, or to make repairs and/or to perform maintenance. In the event emergency repairs must be performed, Landlord may enter the leased premises at any time necessary, provided Tenant is subsequently notified that Landlord has been present on the premises and of the nature of the work performed.

The Tenant shall give to the Landlord, or its agent, prompt notice of any malfunction, damage to, or defect in all systems (i.e., mechanical, electrical, plumbing, and safety) and devices (i.e., doors, locks and windows). Lack of prompt notification by Tenant does not supersede Landlord's responsibility to keep premises in good order by making routine maintenance inspections and repairing items as necessary for the upkeep of the building. The Landlord shall perform such repairs or maintenance as follows:

a. Emergency Repairs.

These repairs must be commenced immediately and completed as soon as possible in order to protect the health or safety of the occupants, and/or to restore an actual interruption to the Tenant's business. The Tenant's contact for emergency requests shall be the building manager, who shall be on call 24 hours per day. The phone number for emergency 24 hour contact is 703-777-3577 (office) and 703-932-6440 (Nextel).

b. Non-Emergency Repairs and Maintenance.

These are to be completed within 14 days of written request to the Landlord from the County's Department of General Services.

c. Penalties.

Should Landlord fail to respond according to the requirements for emergency and non-emergency repairs or maintenance, Tenant may, at the Tenant's option, order the repairs and deduct the cost of the maintenance from the lease payment. The repeated failure to repair and maintain the demised premises may result, at the Tenant's option, in declaring the Landlord in default and invoking the remedies detailed in Clause 17.

9. Not Used.

10. Other Services.

a. Grounds.

The grounds and parking areas surrounding the building containing the demised premises must be kept in good order and neat appearance including, but not limited to, routine mowing, trimming, weeding, pruning and trash removal; and the parking lots must be maintained in good

order including, but not limited to, clearly marked parking lines, appropriate traffic signage, and good repair of the surface covering the lot. Failure to keep grounds and parking lots maintained can result, at the Tenant's option and upon reasonable notice to the Landlord of non compliance, in ordering the maintenance by the Tenant and deducting the full cost from the lease payment. Repeated failure to maintain the grounds and parking lots can, at the Tenant's option, lead to Landlord default as described in Clause 18.

b. Snow Removal and De-icing.

The Landlord is responsible for removal of snow from the parking areas and all approaches to the building and the loading dock area; and de-icing the parking lot and all approaches to the building. The snow removal and de-icing must be effective and completed in a timely manner so that Tenant's business is not unduly impeded. Tenant's vehicles shall not be blocked by piled snow.

c. Exterior Lighting.

Landlord shall provide adequate exterior lighting for the safety and security of the parking lots where Tenant cars are parked overnight. The lights must be automatic and set to be on during periods of darkness when the occupants' business is normally conducted.

12 Damage and Destruction By Casualty.

In case of damage to the premises by fire or other cause, the Tenant shall give immediate notice of such to the Landlord. If the demised premises shall be damaged by fire or other peril which is insurable under a standard fire insurance policy with an extended coverage endorsement approved for use in the State of Virginia, the damaged area of the demised premises shall be

repaired to its prior condition at the expense of the Landlord as speedily as possible after such notice. If the premises (or any portion thereof) shall be rendered untenable by reason of said damage, the rent due under this Lease shall cease (or shall be pro-rated in the event part of the premises are habitable) until the same shall be repaired by the Landlord as provided above. If the premises shall be totally destroyed by fire or any other cause, or so nearly destroyed as to require rebuilding a major portion of the premises, the rent shall be paid up to the time of such destruction, after which this lease shall cease.

13 Utilities and Environment.

The Landlord, at its own expense, shall furnish adequate lighting, both interior and for the parking area; and an adequate heating and air conditioning plant for the leased premises so as to comply with the standards of "Exhibit B". Sound levels shall conform to standards set forth in "Exhibit B". The number of complete air exchanges within the building shall be based on the current BOCA code for ventilation regardless of the age of the building. Should Tenant receive repeated complaints concerning the building environment from its employees, it may order testing to determine the validity of the complaints. If the problem is caused by actions taken or not taken by the Landlord (i.e., failure to maintain HVAC systems), the cost of testing and corrective measures will be the responsibility of the Landlord. Any financial loss incurred by the Tenant as a result of environmental problems caused by the Landlord will be reimbursed by the Landlord or may be deducted from the lease payments at the Tenant's option. Any environmental problems caused by the Tenant will be resolved by the Tenant at its cost.

The Tenant shall not use any other method of heating than that installed by the Landlord,

except with prior permission of the Landlord. Landlord shall furnish all connections for utilities which shall be operational on the commencement date of this lease.

The Landlord shall pay the charges for trash collection. The Landlord shall pay utility charges for the demised premises.

The Tenant leases the demised space as a "smoke free" environment. Should there be other tenants in the building, the common areas are to be "smoke free"; and the heating, air conditioning and ventilation systems serving the County must be separate from other demised spaces in which smoking is allowed.

14. Unleased Portion.

The Landlord shall keep those portions of the building that are not subject to this lease in good and substantial repair and perform all usual and customary janitorial services with regard to the common areas.

15. Rules and Regulations.

The rules, regulations and stipulations contained in "Exhibit C" shall be observed by the Tenant and, to the extent legally permissible, Landlord covenants that leases to other Tenants for portions of the premises not leased to the County will include identical rules.

16. Taxes.

The Landlord shall be responsible for payment of all real estate taxes and shall be current in payment of all such taxes. Should the Landlord be delinquent in payment of real estate taxes, the Tenant, at its option, may pay the taxes and any penalties in full and deduct the amount from the lease payments.

17. Insurance.

The Landlord agrees to carry adequate property, fire and extended coverage insurance on the building. A certificate to this effect shall be sent to the Tenant by registered mail prior to the first lease payment. All such insurance shall be in amounts sufficient to cover any foreseeable losses.

Neither the Landlord, nor any Tenant leasing any portion of the building which is the subject of this Lease, shall do or permit anything in the premises, or bring or keep anything in them, that shall in any way increase the rate of fire insurance on the building, or on the property kept in it, or that shall obstruct or interfere with the rights of other Tenants, or that shall in any way injure or annoy them, or those having business with them, or that shall conflict with the regulations of the Fire Marshal or the fire laws, or with any insurance policy upon the building or any part of it, or with any rules and ordinances established by the Health Department or other governmental authorities. No flammable material or explosive gases, not kept in adequate containers and properly stored, shall be kept by the Tenant on the demised premises. The Landlord agrees to maintain proper fire extinguishers within the premises. Landlord shall also take the necessary steps to ensure compliance with this provision by the remaining Tenants of the building.

The Tenant and the Landlord shall each obtain and keep in force during the term of this Lease public liability insurance with policy limits not less than one million dollars. The Tenant and Landlord shall each provide the other with a Certificate of Insurance indicating that such coverage is in force. Landlord shall be indicated as an additional insured on the Tenant's policy.

This certificate shall be sent by registered mail prior to first lease payment and thereafter on the Lease's anniversary date. Failure to submit Certificate may cause lease payments to be abated until such time as the Certificate is provided.

17. Waiver of Claims.

Landlord and Landlord's agents, employees and contractors shall not be liable for, and Tenant hereby releases all claims for, damage to property sustained by Tenant resulting from any fire, accident, occurrence or condition including but not limited to such claims for damage resulting from (i) any defect in or failure of plumbing, hydraulic, heating or air conditioning equipment, or other electrical equipment, electric wiring or installation thereof, water pipes, stairs, railings or walks; (ii) any equipment or appurtenances becoming out of repair; (iii) the bursting, leaking or running of any tank, wash stand, water closet, water pipe, drain or any other pipe or tank in, upon, or about the premises, excluding the common areas and the parking lot; (iv) the backing up of any sewer pipe or downspout; (v) the escape of steam or hot water; (vi) water, snow, or ice being upon or coming through the roof, skylight, or in, upon or about the Premises, excluding the common areas and the parking lot; (vii) the falling of any fixture, plaster or skylight; (viii) broken glass; (ix) any act or omission of co-tenants or other occupants in, upon or about the Premises excluding the common areas and the parking lot, unless such claims or damages are due to the negligence of the Landlord.

18. Default.

Should the Landlord breach any covenant contained herein, then the Tenant, after written notice to the Landlord, and upon Landlord's failure to cure said breach within 30 days thereafter,

shall be free to vacate the premises without further liability for rent, and the Landlord shall be liable to the Tenant for its costs of moving plus any and all other reasonable costs and damages proximately caused by such breach.

Should the Tenant breach any covenant contained herein, then after written notice to the Tenant and upon Tenant's failure to cure said breach within 30 days thereafter, the Tenant's right of possession shall thereupon cease, and the Landlord, its successors or assigns may proceed to recover possession of the said leased premise by process of law. Tenant shall be liable to Landlord for its cost to recover possession plus any and all other reasonable costs proximately caused by such breach.

Landlord shall have the obligation to mitigate damages by any reasonable business practice including reletting of space.

Either party may restrain any threatened breach of the covenants of this lease. The mention of any particular remedy shall not preclude the Landlord or Tenant from utilizing any other remedy it might have either in law or in equity. Consent to an act that would otherwise be a violation shall not constitute a waiver and shall not prevent a subsequent act that would originally have constituted a violation from having all the force and effect of an original violation.

19. Eminent Domain.

In the event any part or all of the premises shall be taken by any exercise of eminent domain or by any other authority of law during the term of this Lease, the Tenant shall retain any rights it might have to recover from the condemnor any and all damages lawfully recoverable by

Tenants in condemnation actions, including, but not limited to, those damages allowed by Title 25.1 of the Code of Virginia 1950, as amended. In the event that the entire premises are so taken, this Lease shall terminate upon the effective date of taking.

In the event that a portion of the premises is taken which results in a significant impairment of Tenant's use of the premises, either party may terminate this Lease. If neither party exercises this option to terminate, the Landlord shall restore the remaining premises. All rent shall be abated until the remaining part of the premises shall be put in proper condition for use and occupancy, and thereafter adjustment shall be made to the rent to reflect the nature and extent of the remaining injury sustained by the demised premises.

20. Occupancy. N/A

21. Renewal Option.

The Tenant shall have the option to renew this Lease at the end of the initial term for an additional term of three (3) years. One-hundred-eighty days prior to the expiration date of the initial term of this lease, Landlord shall give written notice that the renewal option must be exercised or forfeited. If Tenant does not respond in writing to said notice within ten (10) business days, the option shall be deemed forfeited.

In the case of any such renewal, all terms and conditions of this Lease shall govern. The rent for the first year of the renewal term shall be 103% of the rent for the last year of the initial term. The rent for each succeeding year of the renewal term shall be 103% of the rent for the previous year.

22. Lack of Authority.

In the event that, by operation of law, the Tenant shall cease to exist, or the powers of the Tenant shall be so construed by a Court of competent jurisdiction so as not to permit the Tenant to continue to use all or any part of the premises for the purpose for which they shall have been used, then in that event, this Lease and all responsibility and liability of the Tenant of whatever kind hereunder shall terminate with respect to such premises or part thereof.

23. Rent Subject to Appropriations.

Notwithstanding any other provisions of this lease, Tenant shall be obligated hereunder only insofar as, and to the extent that, the governing body of the Tenant shall appropriate monies for this purpose. Tenant represents that sufficient money has been appropriated to pay the rent for the first year of the term. In the event that the governing body fails to appropriate sufficient funds to pay the rental obligations of the Tenant for any year after the initial year of the lease, the Tenant shall immediately notify the Landlord and the Tenant shall vacate the premises at the conclusion of the period for which funds have been appropriated.

24. Accessibility of Facilities.

Landlord covenants that the building, building access and parking areas meet accessibility standards as set forth in the Americans With Disabilities Act of 1990 (as amended) and associated regulations.

25. Signage.

The cost of maintaining all signs is the responsibility of the Landlord. Should there be other tenants in the building, then the Landlord must provide a tenant directory in the main lobby

or entrance area at no cost to the Tenant.

26. Entire Agreement; Binding on Successors.

This writing constitutes the entire agreement between the Landlord and the Tenant regarding the lease of the property herein described, and no agent of either party has any authority to alter, amend, or waive any of the terms hereof, unless such amendment be in writing and consented to and signed by the parties hereto.

Unless otherwise provided herein, the provisions of this Lease shall bind the parties and their legal representatives, successors and assigns respectively. The terms of this Lease shall be interpreted in accordance with the laws of the Commonwealth of Virginia.

27. Notices.

Any notices required by this Lease to be given in writing shall be sent by certified or registered mail to the address set forth below or to such other address as may be specified in a written notice given in accordance with this paragraph.

IF TO THE LANDLORD:

Gene Powell
65290 Gerking Market Road,
Bend, Oregon 97701

IF TO THE TENANT:

County of Loudoun
ATTN: Director, Dept of General Services
211 Gibson Street, Suite 123
Leesburg, VA 20176

28. Security. Not used.

29. Hours of Operation.

The Tenant determines the hours of operation of the demised premises, and any common areas associated with the demised premises, and they are subject to change. At the execution of this lease, the typical hours of operation are: 24-hours daily. The Landlord shall provide all services to support these hours of operation as specified herein.

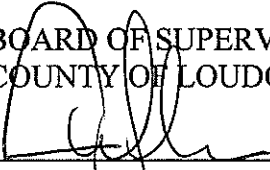
30. Right of First Refusal.

Landlord agrees that, should any space become available for rental at 211 Gibson Street during the term of this lease, the County shall have a right to lease said space on the same terms and at the same rental rate as set forth in this lease. The County shall have the same right with regard to space coming available at 209 Gibson Street, except that said right shall only be effective if Progressive Insurance declines to rent such additional space.

31. Counterparts. This lease is executed in two counterparts, each of which shall have the force and validity of an original document.

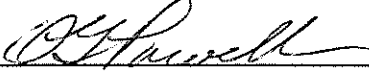
IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES:

THE BOARD OF SUPERVISORS OF
THE COUNTY OF LOUDOUN, VIRGINIA


By: 
Signature
Name: Jay Snyder
Title: Director, General Services

Date: AUGUST 3, 2005

JACKSON PROFESSIONAL BUILDING, LLC:

By: 
Signature
Name: _____
Title: Manager/Member
Date: 7/25/05

APPROVED AS TO FORM:


JOHN F. CARLTON, JR.
ASSISTANT COUNTY ATTORNEY
COUNTY OF LOUDOUN, VIRGINIA

COMMONWEALTH OF VIRGINIA,

COUNTY OF LOUDOUN, to-wit:

I, Stacy Rogers, A Notary Public in and for the State and County aforesaid, do certify that Jay Snyder, whose name is signed to the writing above has acknowledged the same before me in my County aforesaid given under my hand this 3, day of August, 2005.

Sherry L. Rogers
Notary Public

My Commission Expires: 01-31-08.

STATE OF OR,
COUNTY/CITY OF Deschutes, to-wit:

I, Jill M. Mercer, A Notary Public in and for the State and County aforesaid, do certify that OG Powell, whose name is signed to the writing above has acknowledged the same before me in my County aforesaid given under my hand this 25, day of July, 2005.

J Mercer (SEAL)
Notary Public

My Commission Expires: 7/13/06.

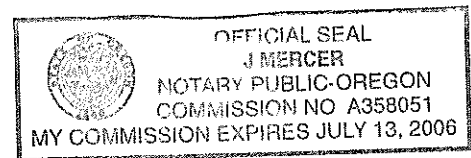


EXHIBIT A
DIAGRAM OF LEASED PREMISES

EXHIBIT B

UTILITIES AND ENVIRONMENT

1. Heating and Air Conditioning - during hours of operation there should be sufficient capacity to maintain even distribution throughout the demised premises of air at a temperature of no less than 68 degrees F. and no greater than 75 degrees F. with a relative humidity of between 40 and 60 percent. Unless otherwise directed, in writing by General Services, all exterior doors into the demised premises should be protected with a second door or doors to create an air lock. General Services will consider alternate proposals to mitigate cold air drafts through exterior doors. The devices should in no way interfere with accessibility as required in Clause 26.
2. Ventilation - the number of complete air exchanges within the building shall be based on current BOCA code for ventilation regardless of the age of the building.
3. Sound - the unoccupied room sound levels (with HVAC in operation) shall not exceed the following levels as measured on the A-weighted scale (dBA):

private or semiprivate offices 43 dBA
large offices, reception areas 47 dBA
large meeting and conference rooms 42 dBA

In addition to the above sound requirements, intermittent noises like those caused by a barking dog, periodic bell ringing, motor noises, etc. are considered objectionable to the tenant. At the Tenant's option, the Landlord will be required to either end the noise or create baffles to sufficiently reduce the noise level.

4. Shades - uniform, adjustable shades should be provided and installed, at Landlord's expense, for all exterior glass windows and, as needed, exterior doors.
5. Interior Lighting - lighting shall be sufficient for the typical tasks performed in the demised premises, but no less than 50 foot candles at 30 inches above floor level throughout the demised premises.
6. Non-compliance - should the requirements specified above not be delivered at the demised premises, the Landlord is bound by the terms and penalties as specified in Clause 9. , "Maintenance and Repairs."

EXHIBIT C

RULES AND REGULATIONS

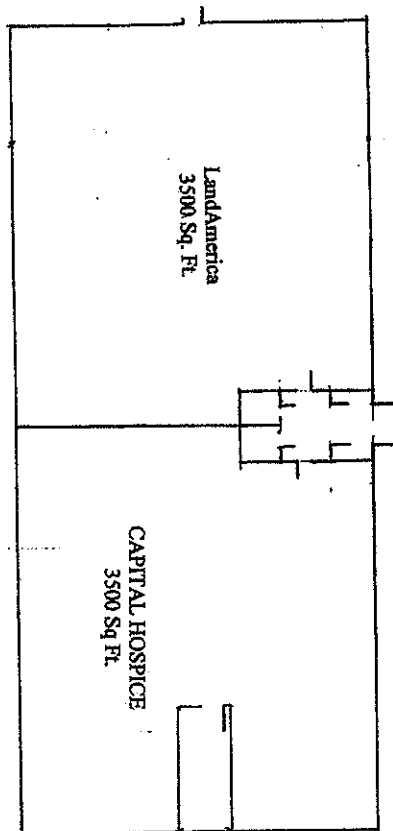
Reference is made to a certain Lease dated March 1, 1993, to which these Rules and Regulations are attached. Definition of terms is set forth in the Lease.

1. The sidewalks entrances, passages, courts, elevators, vestibules, stairways, corridors, halls or other parts of the Building not occupied by any tenant shall not be obstructed or encumbered by any tenant or used for any purpose other than ingress and egress to and from the Leased Premises. Landlord shall have the right to control and operate the public portions of the Building, and the facilities furnished for the common use of the tenants, in such manner as Landlord deems best for the benefit of the tenants generally.
2. No awnings or other projections shall be attached to the outside walls of the Building without the prior written consent of the Landlord.. No drapes, blinds, shades or screens shall be attached to, hung in, or used in connection with any window or door of the Leased Premises, without the prior written consent of the Landlord. Such awnings, projections, curtains, blinds, shades, screens or other fixtures must be of a quality, type, design and color, and attached in the manner approved by Landlord.
3. No sign, advertisement, notice or other lettering shall be exhibited, inscribed, painted or affixed by any tenant on any part of the outside of the Leased Premises or inside of the Leased Premises if intended to be visible from the outside or the Building without the prior written consent of the Landlord. In the event of the violation of the foregoing by any tenant, Landlord may remove same without incurring any liability, and may charge the expense incurred by such removal to the Tenant or tenants violating this rule.
4. No showcases or other articles shall be put in front of or affixed to any part of the exterior of the Building, nor placed in the halls, corridors or vestibules outside of the Leased Premises without the prior written consent of the Landlord.
5. The water, wash closets and other plumbing fixtures shall not be used for any purposes other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein.
6. Tenant shall use reasonable efforts to minimize any unusual or objectionable odors produced upon or permeating from the Leased Premises.
7. No space in the Building shall be used for manufacturing, for the storage of merchandise, or for the sale of merchandise, goods or property of any kind at auction.

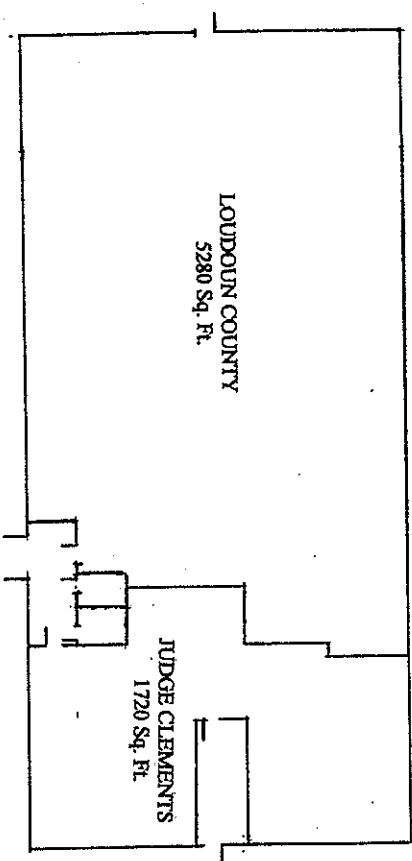
8. No tenant shall make, or permit to be made, any unseemly or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises of those having business with them. No tenant shall throw anything out of the doors or windows or down the corridors or stairs.
9. No flammable, combustible or explosive fluid, chemical or substance shall be brought or kept upon the Leased Premises, except those used ordinarily in the operation of kitchen facilities or general cleaning and/or office operations and which are kept in adequate containers and properly stored.
10. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any tenant, nor shall any changes be made in existing locks or the mechanisms thereof without the prior written consent of Landlord, which shall not be unreasonably withheld. The doors leading to the corridors or main halls shall be kept closed except as they may be used for ingress or egress. Each tenant shall, upon the termination of his tenancy, restore to Landlord all keys of stores, offices, storage and toilet rooms either furnished to, or otherwise procured by such tenant, and in the event of the loss of any keys, so furnished, such tenant shall pay to the Landlord the cost thereof.
11. Not used.
12. The Landlord reserves the right to exclude from the Building at all times any person who is not known or does not properly identify himself to any building management or watchman on duty.
13. The Leased Premises shall not be used for lodging or sleeping or for any immoral or illegal purpose; provided however, the Leased Premises may be used as an emergency shelter for lodging or sleeping in the event of the occurrence of a disaster in the Loudoun County area.
14. Each tenant, before closing and leaving the Leased Premises at any time, shall see that all windows are closed and all lights turned off.
15. Canvassing, soliciting and peddling in the Building is prohibited and each tenant shall cooperate to prevent the same.
16. There shall not be used in any space, or in the public halls of the Building, either by any tenant or by jobbers or others, in the delivery or receipt of merchandise, any hand trucks, except those equipped with rubber tires and side guards.
17. Mats, trash or other objects shall not be placed in the public corridors.

18. All vehicle parking shall be between the lined spaces designated by the landlord; and tenants may not create additional parking by double and triple parking in front, beside or behind designated, lined spaces. No tenant shall park vehicles in such a manner that will create a disturbance or interfere with the good of other tenants.

JACKSON PROFESSIONAL BUILDING
209 GIBSON ST., NW
(HESS BUILDING)



HESS - UPPER

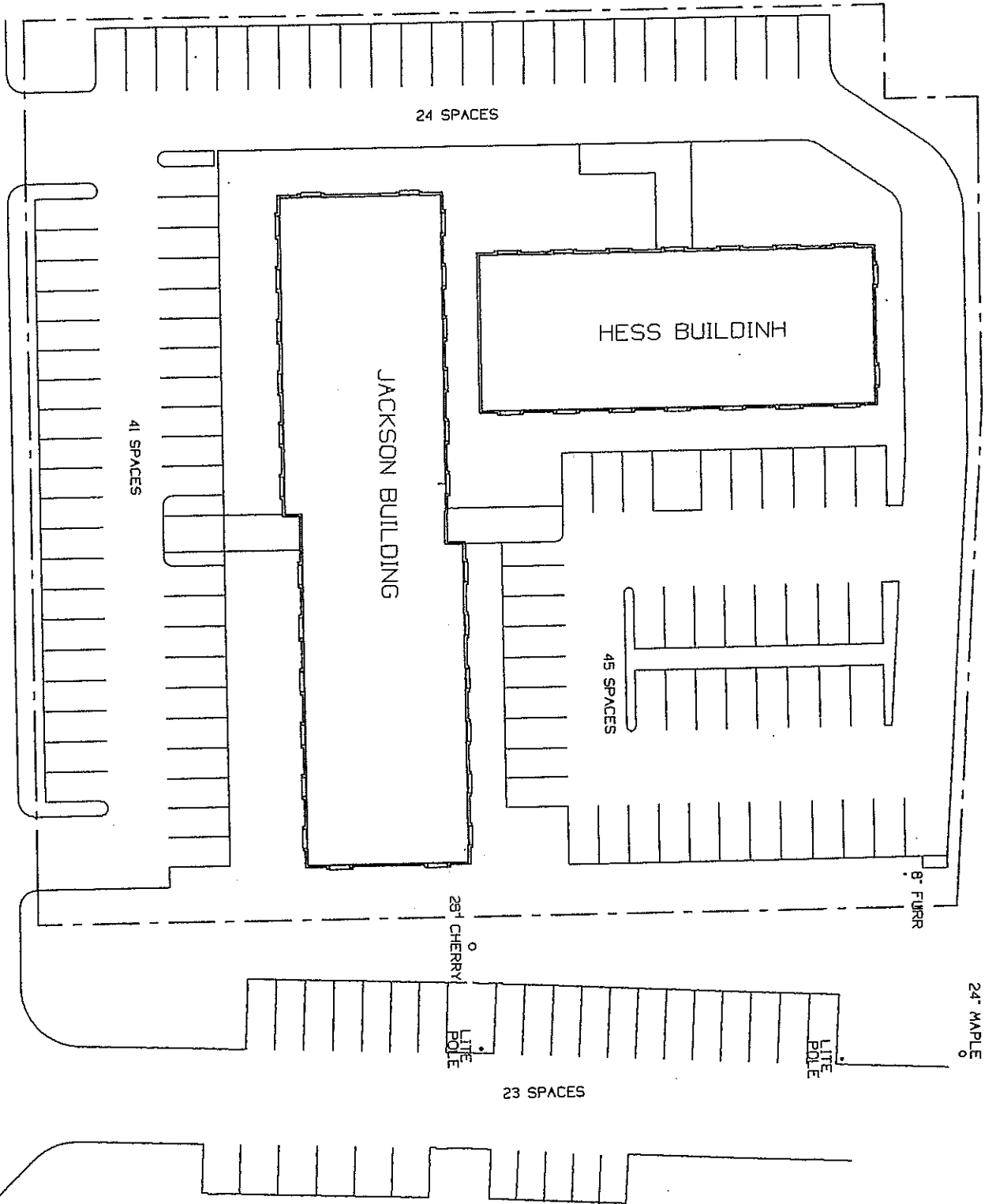


HESS - LOWER

AUGUST 15, 2005

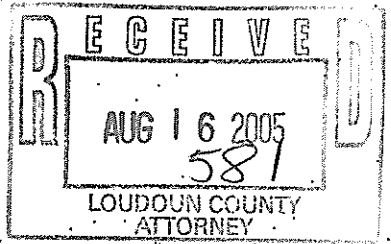
EXISTING SITE PLAN
SCALE: 1" = 50'-0"

GIBSON STREET

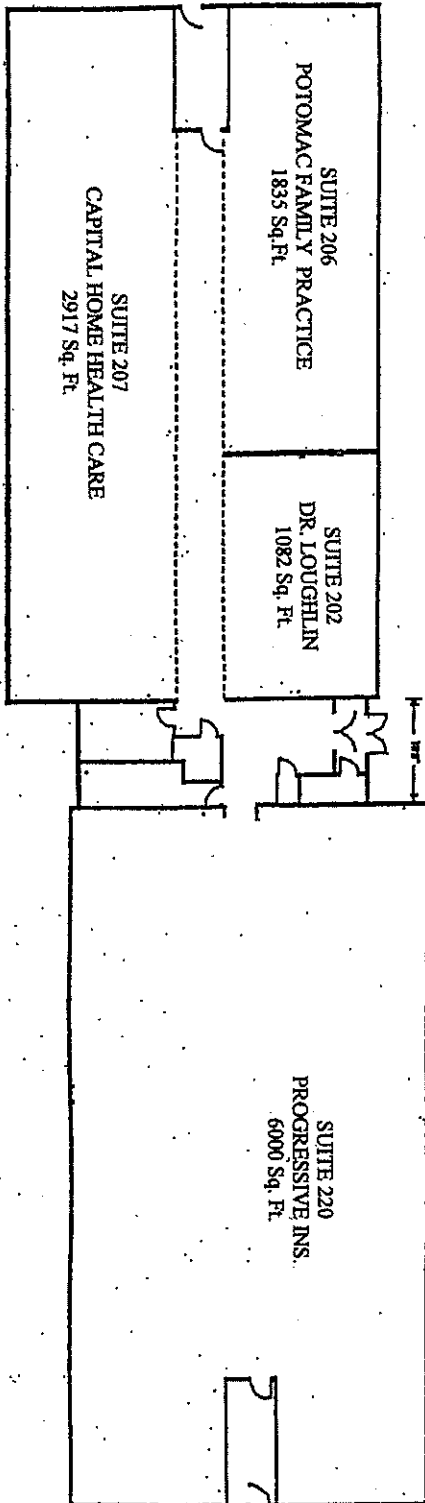


110 PARKING SPACES
ON SITE

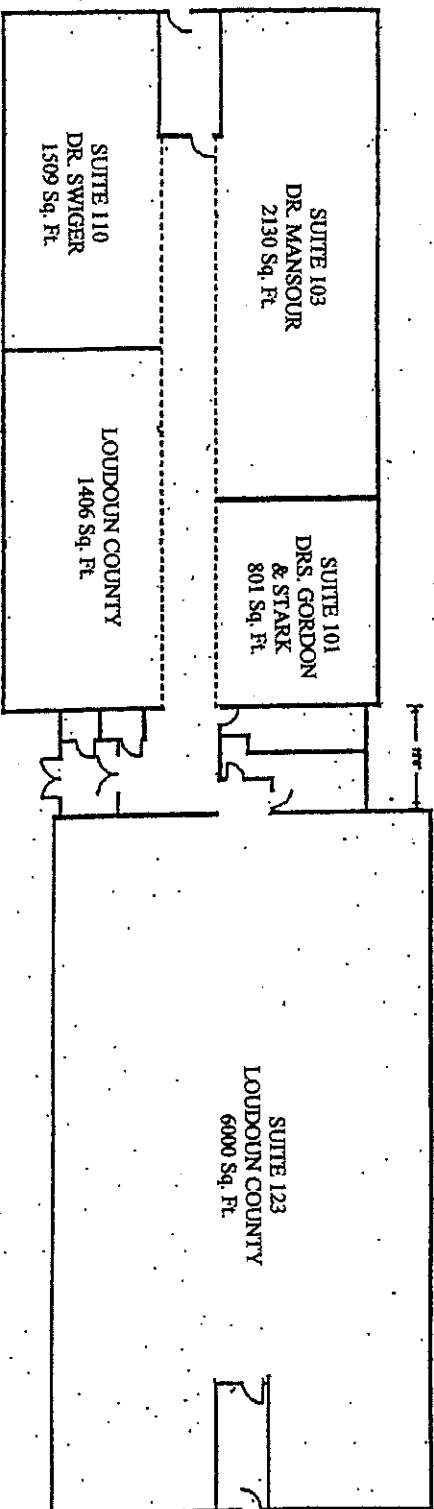
1237-1-10



JACKSON PROFESSIONAL BUILDING
211 GIBSON ST., NW
LEESBURG, VA



Jackson - Upper



Jackson - Lower



AUGUST 15, 2005